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E-File: September 29, 2009

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Attorneys for Debtors and  
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC, aka  
"Rhodes Homes, et al.,<sup>1</sup>  
Debtors.

Case No.: BK-S-09-14814-LBR  
(Jointly Administered)

Chapter 11

Hearing Date: October 30, 2009  
Hearing Time: 1:30 p.m.  
Courtroom 1

Affects:

☐ All Debtors  
☒ Affects the following Debtor(s):

Pinnacle Grading, LLC, 09-14887 LBR

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837); Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730); Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777); Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes

**DEBTORS' OBJECTION TO FORD MOTOR CREDIT'S CLAIM PURSUANT TO**  
**SECTION 502(b) OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 3003**  
**AND 3007 (NON-DEBTOR CLAIM)**

The Rhodes Companies, LLC and its affiliated debtors (collectively, the "Debtors"), by their undersigned counsel, hereby object (the "Objection") to the claim of Ford Motor Credit (the "Non-Debtor Claim") attached as **Exhibit A** hereto, due to the fact that the claim is a non-Debtor claim erroneously filed against the Debtors, pursuant to section 502(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and request the entry of an order (the "Order") disallowing and expunging in full the disputed claim as indicated in further detail below.<sup>2</sup> In support of this Objection, the Debtors rely on the *Declaration of Paul D. Huygens in Support of Debtors' Objection to Ford Motor Credit's Claim Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 [Non-Debtor Claim]*, attached hereto as **Exhibit B**. In further support of this Objection, the Debtors respectfully represent as follows:

**BACKGROUND**

1. On March 31, 2009, the above-captioned Debtors (the "Primary Filers") except Tuscany Golf Country Club, LLC, Pinnacle Grading, LLC, and Rhodes Homes Arizona, LLC (the "Secondary Filers") filed voluntary petitions for relief under chapter 11 of title 11 of the Bankruptcy Code. On April 1, 2009, the Secondary Filers filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. All references to Petition Date herein shall mean March 31, 2009 for the Primary Filers or April 1, 2009 for the Secondary Filers, as applicable. The Debtors are continuing in possession of their property and are operating and managing their businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

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Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country Club, LLC (7132); Pinnacle Grading, LLC (4838).

<sup>2</sup> The Debtors reserve the right to file additional objections, whether on substantive or non-substantive grounds, to any and all other claims filed against their estates.

**RELIEF REQUESTED**

2. By this Objection, the Debtors seek entry of an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007, disallowing and expunging in full the Non-Debtor Claim as indicated in further detail below.

**OBJECTION**

3. The Non-Debtor claim relates to an unrelated individual Chapter 13 debtor by the name of Norman G. Banister, Case No. 09-15528 in the United States Bankruptcy Court for the District of Nevada. The Debtors sent the claimant a letter requesting that the claimant withdraw its claim to avoid an objection being filed. See Exhibit A. As of the date and filing of this Objection, no response has been received.

4. Bankruptcy Code Section 502 authorizes a party in interest to object to claims. *See* 11 U.S.C. §502(a). Upon such objection, this Court, “after notice and a hearing, shall determine the amount of such claim in lawful currency of the United States as of the date of the filing of the petition . . . .” 11 U.S.C. § 502(b). Although a proper proof of claim is presumed valid under Bankruptcy Rule 3001(f), once an objection controverts the presumption, the creditor has the ultimate burden of persuasion as to the validity and amount of the claim. *Ashford v. Consolidated Pioneer Mortg. (In re Consolidated Pioneer Mortg.)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995), *aff’d*, 91 F.3d 151 (9th Cir. 1996) (quoting *In re Allegheny International, Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992)). The Bankruptcy Appellate Panel for the Ninth Circuit explained the shifting burdens of proof with respect to objection to proofs of claim as follows:

The burden of proof for claims brought in the bankruptcy court under 11 U.S.C.A. § 502(a) rests on different parties at different times. Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “prima facie” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. . . . The burden of persuasion is always on the claimant.

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1 *Id.* (emphasis added). Following this decision, the District Court for the Northern District of  
 2 California emphasized, “unless the claimant has alleged ‘facts sufficient to support a legal  
 3 liability, ‘the claim is not prima facie valid.’” *In re Hongnisto*, 293 B.R. 45, 50 (N.D. Cal. 2003)  
 4 (quoting *Consolidated Pioneer Mortg.*, 178 B.R. at 266) (holding that the claimant’s proof of  
 5 claim failed to allege sufficient facts to support a legal liability and consequently disallowed the  
 6 proof of claim); *see Consolidated Pioneer Mortg.*, 178 B.R. at 227 (holding that because the  
 7 proof of claim did not allege sufficient facts to support the claim, the proof of claim was  
 8 disallowed).

9 5. Based on the Debtors’ review of their books and records and the proof of claim  
 10 filed by the claimant, the claimant has no valid legal justification for asserting the filed claim  
 11 against the given Debtor. As a result, the Debtors submit that this Non-Debtor Claim should be  
 12 expunged by the Court.

### 13 CONCLUSION

14 6. The Debtors object to the allowance of the Non-Debtor Claim as set forth herein  
 15 for the reasons stated herein, and the Debtors hereby move this Court for an Order disallowing  
 16 and expunging in full the Non-Debtor Claim indentified on **Exhibit A**.

### 17 NOTICE

18 7. No trustee or examiner has been appointed in these chapter 11 cases. Notice of  
 19 this objection has been provided to (i) the United States Trustee for the District of Nevada, (ii)  
 20 counsel to the Creditors’ Committee, (iii) the Non-Debtor Claim holder in accordance with the  
 21 address provided in the proof of claim for such Non-Debtor Claim, (iv) each person or entity that  
 22 has filed a notice of appearance and request for special notice, and (v) other required parties  
 23 pursuant to the Court’s case management order entered in these cases. The Debtors submit that  
 24 in light of the nature of the relief requested herein, no other or further notice is required.

25 8. Pursuant to Bankruptcy Rule 3007, the Debtors have provided the claimant  
 26 affected by the Objection with at least thirty (30) days’ notice of the hearing on the Objection.

27 WHEREFORE, the Debtors respectfully request that the Court enter an Order,  
 28 substantially in the form attached hereto as **Exhibit C**, disallowing and expunging the Non-

Debtor Claim attached as **Exhibit A** hereto, and granting such other and further relief as the Court deems just an proper under the circumstances of these chapter 11 cases.

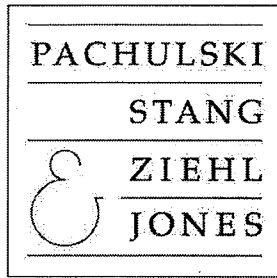
**DATED** this 29th day of September, 2009.

**LARSON & STEPHENS**

/s/ Zachariah Larson, Esq.  
Zachariah Larson, Bar No. 7787  
Kyle O. Stephens, Bar No. 7928  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, NV 89101  
702/382-1170  
Attorneys for Debtors and Debtors in  
Possession

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# EXHIBIT A



LAW OFFICES  
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA  
LOS ANGELES, CA  
WILMINGTON, DE  
NEW YORK, NY

150 CALIFORNIA STREET  
15th FLOOR  
SAN FRANCISCO  
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000  
FACSIMILE: 415/263 7010

LOS ANGELES  
10100 SANTA MONICA BLVD.  
11th FLOOR  
LOS ANGELES  
CALIFORNIA 90067-4100

TELEPHONE: 310/277 6910  
FACSIMILE: 310/201 0760

DELAWARE  
919 NORTH MARKET STREET  
17th FLOOR  
P.O. BOX 8705  
WILMINGTON  
DELAWARE 19899-8705

TELEPHONE: 302/652 4100  
FACSIMILE: 302/652 4400

NEW YORK  
788 THIRD AVENUE  
36th FLOOR  
NEW YORK  
NEW YORK 10017-2024

TELEPHONE: 212/561 7700  
FACSIMILE: 212/561 7777

August 21, 2009

**VIA U.S. FIRST CLASS MAIL**

Ford Motor Credit  
Attn: Jeffrey G. Sloane, Esq.  
PO Box 55000  
Detroit, MI 48255-0953

**Re: The Rhodes Companies, et al.  
Chapter 11 Case No. 09-14814  
(Jointly Administered)**

Dear Mr. Sloane:

This firm represents Pinnacle Grading, LLC (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14887 LBR). You filed a proof of claim on behalf of Pinnacle, designated as proof of claim number 11 in the amount of \$9,639.42 in the Debtor's bankruptcy case. A copy of such claim is attached hereto for your reference.

As you can see from the attached claim, it was filed in the Debtor's case in error, as such claim relates to a Mr. Norman G. Banister and not the Debtor.

Therefore, please withdraw your claim by signing and returning the enclosed Notice of Withdrawal of Claim form by September 4, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/  
Patricia J. Jeffries

PJJ  
Enclosure  
cc: Michael A. Matteo

1  
2  
3 **UNITED STATES BANKRUPTCY COURT**  
4 **DISTRICT OF NEVADA**  
5

6 In re:

7 PINNACLE GRADING, LLC,

8 Debtor.

Case No.: BK-S-09-14887-LBR

Chapter 11

9  
10 **NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 11**  
11

12 FORD MOTOR CREDIT hereby withdraws its proof of claim, designated as Claim No. 11  
13 filed in the above-captioned case.  
14

15 Dated: \_\_\_\_\_, 2009  
16

17 By:  
18 Its:

\_\_\_\_\_  
(signature)

(print name)  
(title)



B 10 (Official Form 10) (12/08)

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>NORMAN G. BANISTER</b>		Case Number: <b>09-15528-BAM</b>
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>FORD MOTOR CREDIT</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>Ford Motor Credit Company</b> <b>P.O. Box 55000, Detroit, MI 48255-0953</b>  Telephone number: _____		
Name and address where payment should be sent (if different from above): <b>Ford Motor Credit Company</b> <b>P.O. Box 55000, Drawer 55-953, Detroit, MI 48255-0953</b>  Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>9,639.42</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  Amount entitled to priority: \$ _____  <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>2995</u>  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <b>2001 BMW 325I</b>  Value of Property: \$ _____ Annual Interest Rate: _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ <u>9,639.42</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain: _____		
Date: <u>07/22/2009</u>  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <u>/s/JEFFERY G. SLOANE, ESQ., Attorney for Ford Motor Credit</u>		<b>FOR COURT USE ONLY</b>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

<b>SECTION A:</b> Buyer's Name(s): NORMAN G. BANISTER Name: Address: 1655 E SAHARA AVE #1053 City: LAS VEGAS County: CLARK State: NV Zip: 89104 Bus. Phone: (702) Res. Phone: (702) Stock No. 51250A Salesman GIOVANNI MARTINEZ Date 04/11/2005		CREDITOR: GAUDIN FORD Address: PO BOX 42999 City: LAS VEGAS County: CLARK State: NV Zip: 89116 Phone: (702) 731-2121
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**SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate: 12.50 %		<b>FINANCE CHARGE</b> The dollar amount the credit will cost you: \$ 6,219.14		<b>Amount Financed</b> The amount of credit provided to you or on your behalf: \$ 17,776.66		<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled: \$ 23,995.80		<b>Total Sales Price</b> The total cost of your purchase on credit, including your down payment of \$ 5,000.00: \$ 28,995.80	
---	--	---	--	---	--	--	--	--	--

Number of Payments	Amount of Payments	When Payments Are Due
60	399.93	MONTHLY BEGINNING 05/11/2005
N/A		

**INSURANCE:** Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life:	\$ N/A		I want credit life insurance: <input checked="" type="checkbox"/> (CO-SIGNER)
Joint credit life:	\$ N/A		We want joint credit life insurance: <input checked="" type="checkbox"/> (CO-SIGNER)
Credit disability:	\$ N/A		I want credit disability insurance: <input checked="" type="checkbox"/> (CO-SIGNER)
Credit life and disability:	\$ N/A		I want credit life and disability insurance: <input checked="" type="checkbox"/> (CO-SIGNER)
Joint credit life and disability:	\$ N/A		We want joint credit life and single disability insurance: <input checked="" type="checkbox"/> (CO-SIGNER)
Debt cancellation coverage (GAP coverage):	\$ N/A		I want debt cancellation coverage (GAP Coverage): <input checked="" type="checkbox"/> (CO-SIGNER)

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ N/A and the term of the insurance will be N/A.

Security: You are giving a security interest in the goods or property being purchased.

☐ Other (Check if applicable)

Filing fee \$ N/A Nonfiling insurance \$ N/A

Last Charge: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

This contract is made the 11TH (day) of APRIL (month) of 2005 (year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used: USED Year and Make: 2001 BMW

Series: 325i Body Style: 4DR SDN No. Cyl: 6

If truck, ton capacity:

Manufacturer's Serial Number: WBAAN37431ND47083

Use for which purchased: ☒ Personal ☐ Business ☐ Agriculture

INCLUDING:

<input type="checkbox"/> Sun/Moon Roof	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Automatic Transmission
<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Door Locks	<input type="checkbox"/> Power Seats
<input type="checkbox"/> Power Windows	<input type="checkbox"/> Tilt Wheel	<input type="checkbox"/> Vinyl Top
<input type="checkbox"/> Cassette	<input type="checkbox"/> Cruise Control	<input type="checkbox"/> AM/FM Stereo
<input type="checkbox"/> Compact Disc Player		

BLUE Color        Tires        Lic. No.       

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral, insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

Street 1655 E SAHARA AVE #1053 City LAS VEGAS

County CLARK State NV

Your address after receipt of possession of Collateral:

Street 1655 E SAHARA AVE #1053 City LAS VEGAS

County CLARK State NV

**NOTICE OF RESCISSION RIGHTS**

If buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.

Buyer's Signature X [Signature]

Co-Buyer's Signature X

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

OPTION: You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section C, is paid in full on or before the N/A (day) of N/A (month) of N/A (year).

SELLER'S INITIALS:

**SECTION E: NOTICE TO BUYER**

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish.

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALQUIER ESTIPULACIÓN CONTRARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer X [Signature] Date: 04/11/2005 Co-Buyer X [Signature] Date: 04/11/2005 By: X [Signature] Title: [Signature]

Creditor: GAUDIN FORD Date: 04/11/2005 Original Lienholder

FORM NO. 558 NV REV. 12/04 © 2004 NATIONAL AUTOMOBILE DEALERS ASSOCIATION (NADA) ALL RIGHTS RESERVED. THIS FORM IS THE PROPERTY OF NADA. IT IS LOANED TO YOU BY NADA. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

VIN		YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
WBAAN37431ND47083		2001	BMW	325I	P4D	NV000069515
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD.	EMPTY WT.	GROSS WT.	GWWR
05/16/2005	53120	G				
VEHICLE COLOR		ODOMETER BRAND		BRANDS		
		ACTUAL MILES				
OWNER(S) NAME AND ADDRESS						
BANISTER NORMAN G						
1655 E SAHARA AVE #1053						
LAS VEGAS NV 89104						
LIENHOLDER(S) NAME AND ADDRESS						
FORD MOTOR CREDIT COMPANY						
P O BOX 105704						
ATLANTA GA 30348						
LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:						
SIGNATURE OF AUTHORIZED AGENT				DATE		
Printed Name						
FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following buyer(s):						
Printed Name of Buyer(s)				<input type="checkbox"/> AND <input type="checkbox"/> OR		
Printed Name of Buyer(s)						
Address		City	State	Zip Code		
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:						
<div style="border: 1px solid black; padding: 2px;">           NO TENTHS            ODOMETER READING         </div>		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. Date of Sale _____ <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. <input type="checkbox"/> Exempt - Model year over 9 years old.				
Signature of Seller(s)				Printed Name of Seller(s)		
I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>						
Signature of Buyer(s)				Printed Name of Buyer(s)		
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN(S) AS SHOWN. RD-2 (Rev. 10/01)				CONTROL NO. 2304060A (THIS IS NOT A TITLE NO.)		
ALTERATION OR ERASURE VOIDS THIS TITLE						

# EXHIBIT B

**DECLARATION OF PAUL D. HUYGENS IN SUPPORT OF DEBTORS' OBJECTION  
TO FORD MOTOR CREDIT'S CLAIM [NON-DEBTOR CLAIM]**

I, Paul D. Huygens, declare as follows:

1. I am the Senior Vice President of Special Projects of the above-captioned Debtors and Debtors in possession. The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

2. This declaration is submitted in support of the *Debtors' Objection to Ford Motor Credit's Claim Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 [Non-Debtor Claim]* (the "Objection").

3. I am one of the persons responsible for overseeing the claims reconciliation and objection process in the Debtors' chapter 11 cases. I have read the Debtors' Objection and am directly, or by and through my personnel or agents, familiar with the information contained therein, the proposed form of order (the "Proposed Order") and the exhibits attached thereto.

4. The claim and attached information and documentation were carefully reviewed and analyzed in good faith, and the Debtors' books and records were referenced for additional support, utilizing due diligence by appropriate personnel of the Debtors. These efforts have resulted in the identification of the disputed "Non-Debtor Claim", identified in Exhibit "A" to the Objection. I have personally reviewed the Non-Debtor Claim.

5. The Non-Debtor claim relates to an individual Chapter 13 debtor by the name of Norman G. Banister, Case No. 09-15528 in the United States Bankruptcy Court for the District of Nevada.

6. To the best of my knowledge, information and belief, the claim attached as Exhibit A to the Objection is not a valid claim against the Debtors, but is a claim against an individual Chapter 13 Debtor, unrelated to any of the Debtor entities in these jointly administered cases. The claimant has no valid legal justification for asserting the filed claim against the given Debtor. As a result, I believe that this claim should be disallowed and expunged by the Court.

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# EXHIBIT

# C

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Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC, aka  
"Rhodes Homes, et al.,<sup>1</sup>

Debtors.

Case No.: BK-S-09-14814-LBR  
(Jointly Administered)

Chapter 11

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch



Affects:

- ☐ All Debtors  
☒ Affects the following Debtor(s):

Pinnacle Grading, LLC 09-14887 LBR

Hearing Date: October 30, 2009  
Hearing Time: 1:30 p.m.  
Courtroom 1

**ORDER SUSTAINING DEBTORS' OBJECTION TO FORD MOTOR CREDIT'S  
CLAIM PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 3003 AND 3007  
[NON-DEBTOR CLAIM] [RE: DOCKET NO. ]**

Upon consideration of *Debtors' Objection to Ford Motor Credit's Claim Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 [Non-Debtor Claim]* (the "Objection"),<sup>2</sup> filed by The Rhodes Companies, LLC ("Rhodes") and its affiliated debtors (collectively, the "Debtors"), requesting that the Court enter an order disallowing and expunging in full the disputed claim; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Objection; the Court hereby finds and determines that, pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, due and proper notice has been provided to the holder of the claim attached as Exhibit A to the Objection and all other parties entitled to notice; and no other or further notice is necessary; and the relief requested in the Objection is in the best interests of the Debtors, their estates and creditors; and that the legal and factual bases set forth in the Objection establishes just cause for the relief requested therein; therefore IT IS HEREBY ORDERED THAT:

General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837); Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730); Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777); Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country Club, LLC (7132); Pinnacle Grading, LLC (4838).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Objection.

1           1.       Claim number 11 of Ford Motor Credit in the amount of \$9,639.42, filed against  
2 Pinnacle Grading, LLC, is hereby disallowed in its entirety; and

3           2.       This Court shall retain jurisdiction to hear and determine all matters arising from  
4 the implementation of this Order

5 APPROVED / DISAPPROVED

6 DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

7 By: \_\_\_\_\_  
8 UNITED STATES TRUSTEE  
9 August B. Landis  
10 Office of the United States Trustee  
300 Las Vegas Blvd. S., Ste. 4300  
Las Vegas, NV 89101

11 Submitted by:

12 DATED this \_\_ day of October, 2009.

13 By: \_\_\_\_\_  
14 LARSON & STEPHENS  
15 Zachariah Larson, Esq. (NV Bar No 7787)  
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**LR 9021 Certification**

In accordance with LR 9021, counsel submitting this document certifies as follows (check one):

\_\_\_ The court has waived the requirement of approval under LR 9021.

\_\_\_ No parties appeared or filed written objections, and there is no trustee appointed in the case.

\_\_\_ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each has approved or disapproved the order, or failed to respond, as indicated below.

Submitted by:

DATED this \_\_\_ day of October, 2009.

By: \_\_\_\_\_

LARSON & STEPHENS

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